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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KEVIN ADONAY QUIJADA MOLINA,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

CCN FRAMING, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 22STCV10819

[Assigned for all purposes to:

_____ (previously
assigned to Hon. David S. Cunningham III,
Dept. 11).]

Complaint filed: March 29, 2022

Trial date: Not Set

CLASS & PAGA ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: August 17, 2026

Time: 10:00 a.m.

Dept.: 11

1 On or about March 4, 2026, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement and PAGA Settlement. Plaintiff Kevin Adonay
3 Quijada Molina (the "Plaintiff" or "Class Representative") now seeks an order granting final
4 approval of the Class Action and PAGA Settlement Agreement and Class Notice (the "Agreement")
5 for the amount of \$650,000.00 (the "Gross Settlement Amount") between Plaintiff and Defendant
6 CCN Framing, Inc. ("Defendant," and together with Plaintiff the "Parties"). A true and correct
7 copy of the Agreement is attached to the Declaration of Alan Wilcox in Support of Plaintiff's Motion
8 for Final Approval of Class Action Settlement (the "Wilcox Declaration") as **Exhibit 1** submitted
9 concurrently with Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion").

10 Due and adequate notice having been given to the Class (as defined below), and the Court
11 having reviewed and considered the Agreement, the Motion, the supporting declarations and exhibits
12 thereto, all papers filed and proceedings had herein, and the absence of any written objections
13 received regarding the Agreement, and having reviewed the record in this action, and good cause
14 appearing therefor,

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

16 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
17 Agreement filed in this case (hereinafter referred to as the "Action" or "Operative Complaint").

18 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
19 Members, Defendant, and Apex Class Action, LLC (the "Administrator").

20 3. Class Period: The term "Class Period" means the period from October 2, 2017,
21 through March 4, 2026.

22 4. PAGA Period: The term "PAGA Period" means the period from April 8, 2021,
23 through March 4, 2026.

24 5. Class and Class Member: Solely for purposes of effectuating the Agreement, the
25 Court certifies the following Class: all persons employed by Defendant in California and classified
26 as an hourly-paid or non-exempt employee who worked for Defendant during the Class Period (each
27 "Class Member(s)" and collectively the "Class"), with each such person who does not timely and
28 validly exclude themselves from the Class in compliance with the exclusion procedures set forth

in this Agreement to be deemed a “Participating Class Member.”

6. Aggrieved Employee: The term “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant during the PAGA Period.

7. Released Parties: The term “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, principals, attorneys, insurers, predecessors, successors, assigns, parent companies, subsidiaries, affiliates, and assigns, and any other person, corporation, association, or partnership responsible or potentially responsible for any claims made or that could have been made in the Action (including, but not limited to, any alleged employers or joint employers of Plaintiff, the Class Members, or the PAGA Members), and the former and present directors, officers, shareholders, owners, members, principals, attorneys, insurers, predecessors, successors, assigns, parent companies, subsidiaries, affiliates, and assigns of any of the foregoing.

8. Released By Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims that were alleged or reasonably could have been alleged based on the facts pled in the operative First Amended Complaint, including but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify employees for expenditures based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,

1 disability, social security, workers' compensation, or claims based on facts occurring outside the
2 Class Period.

3 9. Released by Aggrieved Employees: All Aggrieved Employees are deemed to
4 release, on behalf of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
6 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts pled
7 in the operative First Amended Complaint, and/or the PAGA Notice, including any and all claims
8 involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest
9 periods, failure to provide accurate wage statements, failure to pay all wages due at separation, and
10 failure to reimburse business expenses, including Labor Code sections 201, 202, 203, 210, 216,
11 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5,
12 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA
13 Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

14 10. Class Counsel: The Court hereby approves Benjamin H. Haber, Daniel J. Kramer,
15 Alan Wilcox, and Chase Stern of Wilshire Law Firm, PLC as "Class Counsel."

16 11. The Court finds that the Agreement appears to be fair, just, adequate, and reasonable
17 and therefore meets the requirements for final approval. The Court grants final approval of the
18 Agreement and the Class based upon the terms set forth in the Agreement.

19 12. The Court finds that the Agreement appears to have been made and entered into in
20 good faith and hereby approves the Agreement payments as set forth below.

21 13. The Parties shall bear their own respective attorneys' fees and costs, except as
22 otherwise provided for in the Agreement and approved by the Court.

23 14. No Class Member has objected to the terms of the Agreement.

24 15. No Class Member has requested exclusion from the Agreement.

25 16. The notice that the Administrator provided to the Class (the "Class Notice")
26 conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and
27 constituted the best notice practicable under the circumstances, by providing individual notice to all
28 Class Members who could be identified through reasonable effort, and by providing due and

adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Class Notice provided to the Class fully satisfied the requirements of due process.

17. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Agreement), and the methodology used to calculate and pay each Participating Class Member's Individual Class Payment (as defined in the Agreement) are fair, just, reasonable and adequate. The Court authorizes the Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Agreement.

18. Defendant shall pay the Gross Settlement Amount to resolve this Action and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments.

19. The following amounts shall be paid in accordance with the terms of the Agreement:

<u>Gross Settlement Amount</u> (Paid by Defendant to the Administrator):	\$650,000.00 (plus employer taxes)
<u>Class Counsel Fees Payment</u> (Paid from the Gross Settlement Amount to Class Counsel):	\$216,666.67
<u>Class Counsel Litigation Expenses Payment</u> (Paid from the Gross Settlement Amount to Class Counsel):	\$25,378.28
<u>Class Representative Service Payment</u> (Paid from the Gross Settlement Amount to Plaintiff):	\$10,000.00
<u>Administration Expenses Payment</u> (Paid from the Gross Settlement Amount to the Administrator):	\$16,000.00
<u>LWDA PAGA Payment</u> (Paid from the Gross Settlement Amount to the LWDA):	\$30,000.00 (75% of PAGA Penalties)
<u>Individual PAGA Payment</u> (Paid from the Gross Settlement Amount to the Aggrieved Employees):	\$10,000.00 (25% of PAGA Penalties)
<u>Estimated Net Settlement Amount</u> (The amount remaining from the Gross Settlement Amount after deducting the above amounts):	\$341,955.05

20. In accordance with the terms of the Agreement, the Court orders that the Parties comply with the following payment and Agreement implementation schedule:

<u>Effective Date:</u>	The date of this Order
<u>Funding of the Gross Settlement Amount and Taxes (Paid by Defendant to the Administrator):</u>	Within 30 days after the Effective Date
<u>Payments Distributed</u> (By the Administrator, to Class Members, Class Counsel, the LWDA, and the Administrator):	Within 14 days after Defendant fully funds the Gross Settlement Amount and any taxes due
<u>Settlement Checks Void Date:</u>	180 days after mailing
<u>Distribution Compliance Hearing:</u>	_____ at _____ in the above-listed Court and Department

21. Without affecting the finality of this Order in any way, and in accordance with Code of Civil Procedure section 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Agreement with respect to all Parties, Class Counsel, Defendant's counsel, and the Administrator.

22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of this Order.

23. _____

_____.

IT IS SO ORDERED.

DATE:

Judge of the Superior Court
Los Angeles County Superior Court